

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>D0-1</b>		PAGE OF PAGES <b>1 59</b>				
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00174-05-R-0019</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>08 Mar 2005</b>		6. REQUISITION/PURCHASE NO.				
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: LEVONSON (BUDDY) WHITE LEVONSON.WHITE@NAVY.MIL INDIAN HEAD MD 20640-5035  CODE <b>N00174</b>  TEL: 301/744-6687 FAX:				8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
<b>SOLICITATION</b>												
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG. 1558</u> until <u>03:00 PM</u> local time <u>08 Apr 2005</u> (Hour) (Date)												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS				
<b>11. TABLE OF CONTENTS</b>												
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 15	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>						
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<b>OFFER (Must be fully completed by offeror)</b>												
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)												
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>												
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE		

**IMPORTANT** - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK - FIRST ARTICLE.	10	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-1 AND THE STATEMENT OF WORK.	3,175	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-1 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Each		
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-1 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Each		
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-1 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Each		
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-1 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
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CLIN 0006	0006	1.00	1,000.00
		1,001.00	2,000.00
		2,001.00	3,000.00
		3,001.00	4,000.00
		4,001.00	5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		50	Each		
	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE				
	MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH				
	DRAWING 318AS276-2 AND THE STATEMENT OF WORK.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE				
	MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH				
	DRAWING 318AS276-2 AND THE STATEMENT OF WORK.				

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NET AMT

#### STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0008	0008	0.00	50.00	
		51.00	100.00	
		101.00	150.00	
		151.00	200.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0009	0009	1.00	50.00	
		51.00	100.00	
		101.00	150.00	
		151.00	200.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK.				

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0010	0010	1.00	50.00	

51.00	100.00
101.00	150.00
151.00	200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011					
OPTION	MK71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE				
	MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH				
	DRAWING 318AS276-2 AND THE STATEMENT OF WORK.				

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NET AMT

#### STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0011	0011	1.00	50.00	
		51.00	100.00	
		101.00	150.00	
		151.00	200.00	

#### CLAUSES INCORPORATED BY FULL TEXT

##### **HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

# MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE

## STATEMENT OF WORK

### 1. SCOPE OF WORK

#### 1.1 Purpose

The purpose of this document is to establish the requirements for fabrication, test, and inspection requirements for the Integral Bulkhead Motor Tube per Drawing 318AS276, Revision E, for the MK 71 MOD 2 Zuni Rocket Motor. In addition to Drawing 318AS276 Rev. E, the following additional requirements will be implemented under this contract:

a. The aluminum alloy shall meet the requirements of AMS-QQA-200/11, "Aluminum Alloy 7075, Bar, Rod, Shapes, Tube, and Wire, Extruded", with the following mechanical property exceptions for the delivered motor tube: Minimum Tensile Strength – 80 KSI, Minimum Yield Strength at 0.2% Offset – 70 KSI, Minimum Elongation in 2 Inches – 11%, and Brinell Hardness Test (Utilizing a 500 kg load and 10 mm ball) – 150 nominal (or a Rockwell "B" hardness of 88 nominal).

b. The exterior surface along the length of the motor tube shall be held to a ? 125 finish.

#### 1.2 Documentation

This statement of work sets forth requirements for the following documentation:

- a. Requests for Deviations
- b. Discrepancy Reports
- c. Test Plans/Reports
- d. Progress Reports
- e. Special Test Equipment

### 2. APPLICABLE DOCUMENTS

2.1 The following documents of the issue in effect on the date of invitation for bids or request for proposals form a part of this statement of work to the extent specified herein:

#### Specifications:

ASQ-Q9003	Quality Systems – Model for Quality Assurance in Final Inspection and Test
ISO 10012-1	Quality Assurance Requirements for Measuring Equipment
DOD-STD-2101	Classification of Characteristics
MIL-HDBK-61A	Configuration Management Guidance
MIL-STD-810F	Environmental Engineering Considerations and Laboratory Tests



<b>MIL-P-16594A</b>	<b>Projectiles, Bombs, Rockets, and Guided Missile Warheads, Inert Parts, Manufacture of</b>
<b>MIL-C-5541E</b>	<b>Chemical Conversion Coatings on Aluminum and Aluminum Alloys</b>
<b>MIL-E-16663</b>	<b>Enamel, Type I, Class 1 or 2, Color No. 27875, Semigloss Insignia White</b>
<b>MIL-STD-130L</b>	<b>Identification Marking of U.S. Military Property</b>
<b>MIL-STD-1168B</b>	<b>Ammunition Lot Numbering and Ammunition Data Card</b>
<b>MIL-H-18911A</b>	<b>Military Specification for Heads and Motors, Rocket, Inert Parts, Painting and Marking</b>
<b>MIL-HDBK-1461A</b>	<b>Ammunition Manufacturers and Their Symbols</b>
<b>AMS-QQA-200/11</b>	<b>Aluminum Alloy 7075, Bar, Rod, Shapes, Tube, and Wire, Extruded</b>
<b>AMS-A-22771</b>	<b>Aluminum Alloy Forgings, Heat Treated</b>
<b>AMS 2770G</b>	<b>Heat Treatment of Wrought Aluminum Alloy Parts</b>
<b>ASME B1.8-1988</b>	<b>Stub ACME Screw Threads</b>
<b>ASTM E 3-01</b>	<b>Standard Practice for Preparation of Metallographic Specimens</b>
<b>ASTM E 8-03</b>	<b>Standard Test Methods for Tension Testing of Metallic Materials</b>
<b>ASTM B 557-02</b>	<b>Standard Test Methods of Tension Testing Wrought and Cast Aluminum- and Magnesium-Alloy Products</b>
<b>ASTM E 10-01</b>	<b>Standard Test Method for Brinell Hardness of Metallic Materials</b>
<b>ASTM E 18-03</b>	<b>Standard Test methods for Rockwell Hardness and Rockwell Superficial Hardness of Metallic Materials</b>

**Engineering Drawings:****318AS276 Revision E, pages 1-4****318AS304 Revision C****Data Item Descriptions:**

<b>DI-CMAN-80640C</b>	<b>Request For Deviation (RFD)</b>
<b>DI-MISC-81356</b>	<b>Certificate of Compliance</b>
<b>DI-MISC-80508A</b>	<b>Technical Report – Study/Services</b>
<b>DI-ILSS-80908</b>	<b>Special Production Tooling List/Design Concept</b>

**DI-RELI-81315 Failure Analysis And Corrective Action Report**

**DI-MGMT-80555 Program Progress Report**

**DI-NDTI-81307 First Article Qualification Test Plan**

(Application for copies should be addressed to the Superintendent of Documents, Government Printing Office, Washington, D.C. 20420)

**2.1.1 Source of Government Documents:**

Copies of specifications, standards, and publications required by suppliers in connection with specific procurement functions should be obtained from:

Commander  
U.S. Naval Publications and Form Center  
5801 Tabor Avenue  
Philadelphia, PA 19120

Copies of drawings required by suppliers of material defined by this statement of work should be obtained from:

Commander  
Naval Surface Warfare Center/Indian Head Division  
101 Strauss Avenue  
Indian Head, MD 20640  
Attn: Ruth Adams, Code 1142, Building 1558

Commander  
Naval Surface Warfare Center/Indian Head Division  
101 Strauss Avenue  
Indian Head, MD 20640  
Attn: Tim Appleby, Code 2310A, Building 526

Commander  
Naval Surface Warfare Center/Indian Head Division  
101 Strauss Avenue  
Indian Head, MD 20640  
Attn: Michelle Thomas, Code 4120T, Building D-340

**2.2 ORDER OF PRECEDENCE:**

In the event of a conflict between the text of this Statement of Work and the references cited herein, the text of this Statement of Work shall take precedence. Nothing in this Statement of Work or references cited herein, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

**3. REQUIREMENTS**

**3.1 General**

The contractor shall fabricate, inspect, test, and deliver the Integral Bulkhead Motor Tube per Drawing 318AS276, Revision E, Pages 1-4. The requirements listed in Section 1.1 a-b shall also apply to this contract. The

contractor shall design and fabricate special tooling to manufacture and dimensionally inspect the above and provide data as detailed herein.

### **3.2     Fabrication and Test**

#### **3.2.1     Material**

The material used in the manufacture of the motor tubes shall conform to the requirements per Note 2 of Drawing 318AS276, page 1 of 4. The aluminum alloy shall meet the requirements of AMS-QQA-200/11, "Aluminum Alloy 7075, Bar, Rod, Shapes, Tube, and Wire, Extruded", with the following mechanical property exceptions for the delivered motor tube: Minimum Tensile Strength – 83 KSI, Minimum Yield Strength at 0.2% Offset – 73 KSI, Minimum Elongation in 2 Inches – 11%, and Brinell Hardness Test (Utilizing a 500 kg load and 10 mm ball) – 150 nominal (or a Rockwell "B" hardness of 88 nominal). Motor tube serial numbers shall be traceable to the material (aluminum) lot they were manufactured from. Please note, it is up to the offeror's discretion as to whether the ultrasonic inspection of the "as supplied" 7075 aluminum is performed or not.

#### **3.2.2     Manufacturing Process**

The integral bulkhead motor tube shall be manufactured using an impact extrusion or flowforming process.

#### **3.2.3     Finish**

All motor tubes shall meet the finish requirements of Drawing 318AS276, Revision E. The one exception to the drawings is that the exterior surface along the length of the motor tube shall be held to a ? 125 finish.

#### **3.2.4     Hydrostatic Test**

The contractor shall hydrostatically test each motor tube per Note 11 of Drawing 318AS276, Revision E, page 1 of 4. The motor tube must not have any leakage, pressure drop, or permanent deformation as called out in Note 11 of Drawing 318AS276, Revision E, page 1 of 4, after the hydrotest is completed.

#### **3.2.5     Dimensional Analysis**

The dimensional analysis shall occur after the hydrostatic test and before the chemical conversion coat as per Note 13 of Drawing 318AS276. Actual measured dimensions for the two critical, and a sampling plan measurement of the 24 major and all minor characteristics shall be listed on a copy of a Final Inspection Plan as developed by the contractor.

#### **3.2.6     Chemical Conversion Coat**

After the dimensional analysis, the motor tube shall be chemical conversion coated per Note 12 of Drawing 318AS276 and Specification MIL-C-5541E. THE MOTOR TUBES SHALL CONTAIN NO RESIDUE AS A RESULT OF THE CHEMICAL CONVERSION COAT.

#### **3.2.7     Enamel Finish**

After application of the chemical conversion coat paint, all exterior surfaces except those indicated in Note 14 of Drawing 318AS276 shall be painted with one coat of enamel per Specification MIL-E-16663, Enamel, Type I, Class 1 or 2, Color No. 27875, Semi-gloss Insignia White.

### **3.2.8 Brown Band**

After application of the insignia white enamel, the 318AS276-1 service use motor tubes shall be painted with a brown band per Drawing 318AS304, Revision C. One coat of paint shall be applied, 5.5 + .01 - .23 inches from the forward end, with a width of 2.5 ± .12 inches. The paint shall be enamel, semi-gloss, Type 1, Class 1 or 2, per MIL-E-16663. The color shall be brown, number 20117, per FED-STD-595.

### **3.2.9 Identification Number**

The motor tubes shall be engraved with the markings designated in Note 15 of Drawing 318AS276. The markings shall be in accordance with MIL-STD-130L. The motor tube lot number shall be in accordance with MIL-STD-1168B, with the Ammunition Manufacturer's Symbol in accordance with MIL-HDBK-1461A. The location of the markings shall be in accordance with Drawing 318AS276 and MIL-H-18911A, Section 3.12.2.

### **3.3 Documentation**

1423. The contractor shall provide the documentation as specified by the attached data requirements List DD

#### **3.3.1 Requests for Deviations**

The contractor shall prepare requests for deviations as necessary to request proposed changes to the specified engineering requirements or to document the as-built configuration. Request for deviations are a deliverable per CDRL A001

#### **3.3.2 Quality Assurance Program Plan**

A Quality Assurance Program Plan shall be written and submitted by the contractor. This document shall address all aspects of production, testing, and inspection as called out in the technical data package and this statement of work. This document shall be submitted within 30 days of contract award. All production, inspection, and testing shall adhere to the requirements of this document. If any changes are made to the Quality Assurance Program Plan during the use of this contract, the contractor shall notify NSWC/IHD in writing of these changes. Changes to the Quality Assurance Program Plan could result in the necessity of additional first article testing. This additional first article sample and test series shall be at the vendor's expense.

#### **3.3.3 Discrepancy Reports**

Within 5 days of identifying a discrepancy to the drawing, SOW, or contract requirements, the contractor shall prepare and submit a discrepancy report describing the trouble observed and proposed corrective actions. Discrepancy reports are a deliverable per CDRL A002.

#### **3.3.4 Special Test Equipment**

The contractor shall design and fabricate all special test equipment required to test the motor tubes. Title to all special test equipment shall pass to the government if the contractor defaults prior to completion of the contract. Thirty days after contract award, the offeror shall prepare and submit a package of drawings for all special fixtures and gages used to accept the motor tubes. The special fixture/gage package is a deliverable per CDRL A003.

#### **3.3.5 Progress Reports**

The contractor shall submit monthly progress reports. These reports shall be the vehicle where by the Navy may be appraised as to work accomplished, work remaining, key personnel changes, milestone achievement, quality problems, raw material procurement schedules, tooling plans, and potential design changes. This report cycle starts on the award date of the contract and continues until the contract is completed. Progress reports are deliverables per CDRL A004.

#### 4. FIRST ARTICLE TESTING

The offeror must submit ten Static-Fire Test Units (318AS276-2) for evaluation. The units submitted shall be production representative. This means that the articles shall be manufactured and processed using the same materials, processes, procedures that shall be used during full-scale production. At least one month prior to starting first-article motor tube manufacturing, the offeror shall submit a first-article inspection plan for the procuring activity's review/approval. The procuring activity will submit a response within 5 business days. The offeror shall submit a final approved version of the first-article test plan within 10 days after receipt of a government-approved draft. The first-article test plan is a deliverable per CDRL A005. If at any time, a first article test unit fails to meet the requirements of Drawing 318AS276, applicable specifications, SOW, and/or contract, the first article lot submission will be rejected without further testing.

NOTE: Any offeror that has completed and passed the first article testing and Zuni motor tube production has not been shut down for more than two consecutive years can waive the requirements of Section 4.0 in this statement of work.

NOTE: If a new aluminum alloy manufacturer is used, the following first-article testing must completed and all results passed the requirements of drawing 318AS276, applicable specifications, SOW, and/or contract before the offeror can proceed with production.

##### 4.1 Testing

4.1.1 Visual Inspection – A visual inspection will be conducted on each first article units submitted. The inspection will be used to identify scratches, dents, paint chips, peeling paint, and any anomalous conditions. This inspection by itself will not be used to disposition the first article submission. A certificate of compliance is a deliverable per CDRL A006.

4.1.2 Dimensional Inspection – A dimensional inspection will be conducted on each first article submitted. The inspection will measure the two critical, 24 major, and all minor characteristics. Failure to meet any critical, major, or minor dimensional characteristic will result in the rejection of the first article lot. A certificate of compliance is a deliverable per CDRL A006.

4.1.3 Material Inspection – A metallurgical inspection will be conducted on one first article test unit after completion of Steps 4.1.1, 4.1.2, and 4.1.5. The inspection will measure the physical properties of nine tensile specimens taken from the forward, middle and end sections of the motor tube. These specimens will be cut from the motor tube as shown in Figure 1. The test specimens will be prepared according to ASTM E 3-01, "Standard Practice for Preparation of Metallographic Specimens". The tension testing will include yield strength, tensile strength, and percent elongation in 2 inches. The tests will be performed according to ASTM B 557-02, "Standard Test Methods of Tension Testing Wrought and Cast Aluminum- and Magnesium-Alloy Products" or ASTM E-8-03, "Standard Test Methods for Tension Testing of Metallic Materials". The Brinell hardness test will be performed according to ASTM E-10-01, "Standard Test Method for Brinell Hardness of Metallic Materials" (or a Rockwell "B" hardness test can be substituted according to ASTM E-18-03, "Standard Test methods for Rockwell Hardness and Rockwell

**Superficial Hardness of Metallic Materials”). A certificate of compliance is a deliverable per CDRL A006.**

**4.1.4 Salt-Fog Test – A salt-fog test will be conducted on three of the first article test units after completion of Steps 4.1.1, 4.1.2, and 4.1.5. This inspection will test for corrosion after exposure to 196 hours of an aqueous salt solution and a 24-hour drying period in accordance with MIL-STD-810F, Change Notice 2, Method 509.4. The visual inspection of Section 4.1.1 will be repeated after the salt fog testing. A motor tube will fail this test if the chemical conversion coating or paint blisters, peels, flakes, or otherwise shows any sign of corrosion. Failure to meet corrosion resistance requirement will result in the rejection of the first article lot. A certificate of compliance is a deliverable per CDRL A006.**

**4.1.5 Hydrostatic Pressure Test** – A hydrostatic pressure test will be performed on all of the first article units. This test will subject each motor tube to 3,500 ± 50 psig for a minimum of 30 seconds. Evidence of leakage, pressure drop, or permanent deformation during this test will result in the rejection of the first article lot. A certificate of compliance is a deliverable per CDRL A006.

**4.1.6 First Article Test Report** – A first article test report will be written summarizing all the data collected in Sections 4.1.1 through 4.1.5. This report is a deliverable per CDRL A007.

**4.1.7 Ballistic Test** – Static fire testing will be performed on 4 of the first article test units by the procuring activity and paid for by the procurement activity. Two of the four units will be loaded and preconditioned for 8 hours at -40 °F and static fired. The remaining two units will be loaded and preconditioned for 8 hours at +140 °F and static fired. Following this test, the units will be inspected for evidence of excessive discolorations, burn-throughs, fractures, and gas leakage. Evidence of these conditions may result in the rejection of first article lot.

#### **4.2 First Article Approval**

The government will evaluate all first article approval testing and will notify test results to contractor within 30 calendar days after receipt of the first article test units.

### **5. PRODUCTION WORK**

#### **5.1 Testing of Aluminum Alloy**

If a change in aluminum alloy manufacturer is made from previous production work, all first-article testing called out in Section 4 shall be performed by the contractor and at the contractor's expense. All first-article test results shall be submitted to the procuring activity for acceptance before production can start.

#### **5.2 Lot Acceptance Test Plan**

One month after contract award, the offeror shall submit a lot acceptance test plan for the procuring activity's review/approval. The procuring activity will submit a response within 10 business days. The contractor shall submit the final approved version of the lot acceptance test plan within 10 days after receipt of a government-approved draft. The contractor shall ensure that the delivered motor tubes were evaluated using acceptance test and inspection plans and/or procedures that ensure that the delivered motor tubes conform to the applicable specifications. All testing must be performed as stated in the referenced specifications. The lot acceptance test plan is a deliverable per CDRL A008.

#### **5.3 Number of Motor Tube Lots Per CLIN**

All motor tubes delivered per contract line item number (CLIN) shall be manufactured as a single production lot.

#### **5.4 Lot Acceptance Test Report/Certificates of Compliance**

A lot acceptance test report and certificates of compliance will be written summarizing all the data collected per the document provided in Section 5.2. The dimensional attributes for the two critical for all motor tubes and a sampling plan for the dimensional attributes of the 24 major and all minor characteristics shall be included in the test report. These reports are a deliverable per CDRL A006 and A009.

### **6. QUALITY ASSURANCE PROVISIONS**

**6.1     Responsibility for Inspection**

Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified, the contractor may utilize his own facilities or any commercial laboratory acceptable to the government. The government reserves the right to perform any of the inspections set forth in the specifications or drawings. The test procedures called out in Drawing 318AS276 or this statement of work are the standards by which all testing shall be performed.

**6.2     Government Inspection of Facilities**

The Government, through any authorized representative, may visit the plant or plants of the contractor or of any subcontractors engaged in the performance of this contract.

If the Government on the premises of the contractor/subcontractor makes any examination/test, the contractor shall provide and require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work.

Production motor tube inspection/acceptance will be made at source by a DCMA representative.



## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) 2, attached hereto.

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)**

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

**HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)**

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s)

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## Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BY FULL TEXT

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-90,  
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-05-C-

Bldg: 116

Code: 2310A

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

**HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)**

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

☐ a separate invoice for each activity designated to receive the supplies or services.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**INVOICE MAILING INSTRUCTIONS**

MAIL INVOICES TO: INDIAN HEAD DIVISION  
NAVAL SURFACE WARFARE CENTER  
COMPTROLLER DEPARTMENT, CODE 021  
ACCOUNTING & FINANCE DIVISION  
BLDG. 1601  
101 STRUASS AVE  
INDIAN HEAD, MD 20640-5035

**NOTE: TO AVOID DELAY OF PAYMENT, INVOICE TO THE ABOVE ADDRESS.**

(End of clause)

**HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

## (a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744-6575
Payments/Invoicing:	Geneva Wesley
Phone Number:	(301)744- 4840
Technical Representative:	Tim Appleby
Phone Number:	(301)744- 2442

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Ruth Adams at (301) 744-6655.

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

#### **IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000**

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 2310A).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.



- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.
- (e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

**IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code **2310A**.
- (b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

- (c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-4	First Article Approval--Government Testing	SEP 1989
52.211-5	Material Requirements	AUG 2000
52.215-2 Alt I	Audit and Records--Negotiation (Jun 1999) - Alternate I	JAN 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-9	Refund Of Royalties	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7032	Waiver Of United Kingdom Levies--Evaluation of Offers	APR 2003
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver 10 unit(s) of Lot/Item 0001 within 120 calendar days from the date of this contract to the Government at NAVSEA INDIAN HEAD, 101 STRUASS AVE, CODE 2310A, INDIAN HEAD

**MARYLAND 20640** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **45** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

**DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

**52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **AS INDICATED BELOW**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**OPTION I      WITHIN 365 DAYS AFTER EXERCISE OF OPTION**  
**OPTION II     WITHIN 365 DAYS AFTER EXERCISE OF OPTION**  
**OPTION III    WITHIN 365 DAYS AFTER EXERCISE OF OPTION**  
**OPTION IV    WITHIN 365 DAYS AFTER EXERCISE OF OPTION**

(End of clause)

**52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)**

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$58,550 or more; or

(4) Aruba, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$175,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

(End of clause)



Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS

EXHIBITS

1. DRAWINGS
2. CONTRACT DATA REQUIREMENTS LIST
3. FIRST ARTICLE TESTING
4. PAST PERFORMANCE MATRIC
5. PAST PERFORMANCE COVERSHEET
6. PAST PERFORMANCE QUESTIONNAIRE

Note: Attachments 4-6 will be removed at time of award.

**Section K - Representations, Certifications and Other Statements of Offerors****CLAUSES INCORPORATED BY REFERENCE**

**252.209-7001      Disclosure of Ownership or Control by the Government of a    SEP 2004**  
**Terrorist Country**

**CLAUSES INCORPORATED BY FULL TEXT**

52.203-11    CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3    TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
ITEM	QUANTITY	QUOTATION	TOTAL

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336415 .

(2) The small business size standard is 1000 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.



13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
HQ L-2-0010	SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)	AUG 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if

the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the

proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer **RUTH D. ADAMS** by obtaining written and dated acknowledgment of receipt from **NAVSEA - INDIAN HEAD DIVISION, 101 STRUASS AVE, INDIAN HEAD, MD 20640**.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically.

(End of provision)

#### **HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)** **(JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the

information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

### **INSTRUCTIONS TO OFFERORS**

#### **Instructions to Offerors for Award**

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contract the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

#### **OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:**

Information shall be submitted in three separately tabbed sections as detailed below.

Volume I	–	Three copies of Experience
Volume II	–	Three copies of Facilities
Volume III	–	Three copies of Quality Assurance
Volume IV	-	Three copies of Manufacturing/Processing
Volume V	-	Three copies of Documentation
Volume VI	-	Three copies of Past Performance
Volume VII	-	Three copies of Price
Volume VIII	-	One copy of Subcontracting Plan and a Minimum of one SF 294, if required.
Volume IX	-	Two copies of Solicitation

Factor 1 – Experience

Factor 2 – Facilities

Factor 3 - Manufacturing/Processing

Factor 4 – Quality Assurance

Factor 5 – Documentation

Factor 6 – Past Performance(equal in value to 1 thru 5 combined)

Factor 7 - Price

Factor 8 – Subcontracting Plan



This plan sets forth the criteria for submitting offers for fabrication of **MK 171 MOD 2 INTEGRAL BULKHEAD MOTOR TUBES**. Award shall be made based on a best value basis based upon the criteria identified herein. Offers shall be evaluated in accordance with this plan. This requirement may be awarded on a line by line basis. Offerors are not required to submit offers on all line items.

Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the offeror's submission determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the following instructions.

## **FACTOR 1 - Experience**

### **Volume I – Three copies of Experience**

Shall address Factor 1 – **Experience**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **1.0 Experience**

1.1 Provide a description of actual/similar production work to that of the Zuni integral bulkhead motor tube that your facility has done in the past or is currently working on. The description should provide detailed information about requirement similarities between the current/former program(s) and this program, information about the production quantities and delivery schedule (state whether there were any changes from the original contract requirements and why), and whether there were any delays or problems with the production work. The description should also include information about the program(s) duration and sponsor.

### **Volume II – Three copies of Facilities**

Shall address Factor 2 – **Facilities**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **2.0 Facilities**

2.1 Provide a list of your facility's equipment (owned and/or currently leased) that will be required to manufacture the Integral Bulkhead Motor Tube. The list of equipment should be cross-referenced to the process flow diagram submitted under section 1.1 of this evaluation. The listing should show the projected and maximum throughputs for each piece of equipment. If the proposed throughput cannot meet the 1,000 motor tube/month delivery schedule, please explain what measures will be taken to achieve the contract delivery schedule or provide the achievable motor tube monthly production rate.

2.2 Is the equipment currently being used and/or under a preventative maintenance plan? How often is equipment used? Give details of PM Plans. Give availability times that each piece of equipment could be dedicated in support of the Zuni motor tube program based on the offeror's calendar year 2005 current workload.

2.3 Provide a list of your sub-contractor's equipment (owned and/or currently leased) that will be required to manufacture the Integral Bulkhead Motor Tube. The list of equipment should be cross-referenced to the process flow diagram submitted under section 1.1 of this evaluation.

2.4 Is the sub-contractor's equipment currently being used and/or under a preventative maintenance plan? How often is equipment used? Give details of PM Plans. Give availability times that each piece of equipment could be dedicated in support of the Zuni motor tube program based on the sub-contractor's calendar year 2005 current workload.

### **Volume III – Three copies of Quality Assurance**

Shall address Factor 3 – **Quality Assurance**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **3.0 Quality Assurance**

3.1 Identify the quality and process controls that will be used to ensure that the end item will be in compliance with the applicable drawing, specifications, SOW, and contract.

3.2 Describe the type of documentation that will be used to identify, record and disposition non-conforming material, in-process rejects and characteristic discrepancies. If parts can be reworked, describe method by which this will be done to make them acceptable.

3.3 Provide a copy of the entire first-article test report for production of the Zuni integral bulkhead motor tube. If the offeror has not made the Zuni motor tube previously, provide a detailed first-article test report for production of a motor tube of similar length, diameter, and complexity that has been deep drawn or flowformed.

### **Volume IV – Three copies of Manufacturing/Processing**

Shall address Factor 1 – **Manufacturing/Processing**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **4.0 Manufacturing/Processing**

4.1 Using the requirements of the applicable drawing, specifications and Statement of Work (SOW) provide a detailed description of your proposed manufacturing/processing for the Integral Bulkhead Motor Tube. The description should detail the entire process from the ordering of raw materials to the delivery of the finished product at NSWC/IH. The description should include a detailed process flow diagram, timeline, and show proof of understanding of Dimensioning and Tolerancing Standard, ANSI Y14.5M-1994 and ASME Y14.100-2000, Appendix B-E. The starting point for the timeline shall be the award date of the contract and all tasks should show duration in time from the award date.

4.2 Provide a list of sub-contractors that will be used to support the manufacturing of the Integral Bulkhead Motor Tube and cross-reference them to the process flow diagram submitted under section 1.1 of this evaluation form. Provide a detailed description of each sub-contractor's proposed manufacturing/processing for the Integral Bulkhead Motor Tube. The description should detail the entire process from the receipt of raw materials to the delivery of the finished product and show proof of sub-contractor's understanding of Dimensioning and Tolerancing Standard, ANSI Y14.5M-1994 and ASME Y14.100-2000, Appendix B-E. The list should also include the company name, address, technical point of contact, and phone number.

4.3 Identify any foreseeable problem areas or areas of concern in the manufacturing process that will affect the delivery schedule. What plans do you have to eliminate them? If no problems, why?

### **Volume V – Three copies of Documentation**

Shall address Factor 5 – **Documentation**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

### **5.0 Documentation**

5.1 Provide a copy of your company's Quality Assurance Program Plan. The plan should be in sufficient detail to allow the government to ascertain if the contractor's quality system meets the requirements of ASQ-Q9003, Quality Systems – Model for Quality Assurance in Final Inspection and Test and ISO 10012-1, Quality Assurance Requirements for Measuring Equipment. The plan shall include but should not be limited to descriptions of the following:

- (iv) Operations on Metal Prior to Forming
- (v) Forming Operation(s)
- (vi) Heat Treating
- (vii) Machining
- (viii) Hydrostatic Pressure Testing
- (ix) Dimensional Inspection
- (x) Chemical Conversion Coating
- (xi) Painting Operation
- (xii) Engraving Operation
- (xiii) Final Inspection
- (xiv) Packaging and Shipping

5.2 Provide a copy of your current/proposed quality inspection data sheets for the production of the Zuni integral motor tube.

### **Volume VI – Three copies of Past Performance**

Shall address Factor 6 – **Past Performance**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

### **6.0 Past Performance**

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

- (a) Contract Number
- (b) Who was the contract with (name of agency/company)?
- (c) Point of contact and telephone number of the contracting officer or contracting officer's representative
- (d) Dollar value of the contract
- (e) Detailed description of the work performed
- (f) Was work completed according to the original contract requirements (cost, quantity, quality, and delivery dates met)? If not, state reasons for each instance and correct actions taken.
- (g) Was a consistent quality product produced without any degradation in performance of the rocket motor system or customer satisfaction? Please list number of instances, type, severity of quality, service, or cost problems in performing the contract. Please state correct actions taken for each instance and the effectiveness of the corrective action.

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) product quality; (2) reliability; (3) timeliness; (4) customer satisfaction; (5) and subcontracting plans.

The offeror will submit the Past Performance Questionnaire (Enclosure 2) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. **THE OFFEROR SHALL INSTRUCT THE REFERENCES TO COMPLETE THE PAST PERFORMANCE QUESTIONNAIRE AND MAIL or FAX THEM DIRECTLY TO:**

Naval Surface Warfare Center  
101 Strauss Avenue, Bldg 1558  
Attn: Levonson White, Code 1142G  
Indian Head MD 20640-5035  
Fax: **301-744-6547**

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by **CLOSE OF THE SOLICITATION** may result in the inability of the Government to rank the offeror's past performance.

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#### **Volume VII – Three copies of Price**

Shall address Factor 7 – **Price**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

**Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available.**

#### **Volume VIII – One copy of Subcontracting Plan**

Shall address Factor 8 – **Subcontracting Plan**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Other than Small Business offerors shall submit a Small Business Subcontracting Plan. It should address all items cited in FAR 52.219-9(Jan 2002) (See also 252.219-7003 (April 1996). The plan will not be subject to merit evaluation it will be pass/fail only. Offeror's subcontracting plan shall become part of any resultant contract.

The proposed Small Business Subcontracting Plan will be reviewed to ensure that the contractor meets or exceeds the minimum requirements set forth by the Navy. The Navy's subcontracting goals for this requirement are 23% of the effort for Small Business; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% Veteran Owned; 3% of the effort for Service Disabled Veteran Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 "Small Business Subcontracting Plan" (Jan 2002) and DFARS clause 252.219-7003 "Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (DOD Contracts)" (April 1996) which reflects a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as part of the

subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal can not be proposed. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal. The Government reserves the right to confer with the contractor on elements of the Small Business Subcontracting Plan; however, those conversations will not constitute discussions as defined in FAR 15.306©.

The Offerors shall submit copies of final SF 294's for recent relevant contracts which best determines their ability to achieve the proposed subcontracting goals. The SF 294's will be reviewed to determine the Offeror's past performance in regards to meeting previously proposed subcontracting goals.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

**HQ L-2-0012 - USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)**

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
  - (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
  - (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
  - (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
    - (i) is not yet in use; or
    - (ii) is not yet available in the commercial marketplace.
- (b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**PAST PERFORMANCE MATRIX**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Proposed Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

**PAST PERFORMANCE QUESTIONNAIRE COVERSHEET****FOR SOLICITATION NUMBER** N00174-05-R-0019

Offeror's Name: \_\_\_\_\_

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Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY THE CLOSING DATE OF SOLICITATION TO:*****NAVSEA Indian Head, Surface Warfare Center Division*****101 Strauss Avenue, Bldg. 1558****Indian Head, MD 20640-5035****Attn: Levonson White, Contract Specialist, Code 112G****e-mail address: LEVONSON.WHITE@NAVY.MIL****Fax: 301-744-6547**

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**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA****Neutral** - Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.**Exceptional** - Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.**Average** - Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.**Poor** - Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.

N/A – The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.



Please rate the contractor identified on page 1 in accordance with the following criteria:

**Product Quality**

The contractor was able to provide supplies or services that met all quality requirements.

**Reliability**

The contractor was able to meet all contract requirements.

**Timeliness**

The contractor was able to demonstrate ability to conform to the contract delivery requirements.

**Customer Satisfaction**

The contractor was responsive to the customer's needs.

The contractor was able to effectively manage cost, schedule and quality issues to the customer's satisfaction.

**Subcontracting Plans**

The contractor was able to meet or exceed subcontracting plan goals when a subcontracting plan was required.

Exceptional	Average	Poor	N/A

**PLEASE PROVIDE RESPONSES FOR THE FOLLOWING QUESTIONS**

1. Would you recommend this contractor for similar government contracts? Please explain.

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2. Have you experienced special or unique problems with the referenced contractor that the government should be aware of in making our award decision?

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**HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s)

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(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 202,135.00 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)**  
**(NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

**Technical**  
**Past Performance**  
**Price**

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL (In descending Order of Importance)**

1. The following technical factors shall apply:

**Experience**  
**Facilities**  
**Quality Assurance**  
**Manufacturing/Processing**  
**Documentation**  
**Past Performance**  
**Subcontracting Plan**  
**Price**

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

**B. PAST PERFORMANCE**

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient

technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

7. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
- ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
- iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- v. Subcontracting Plans. The offeror's ability to meet or exceed its subcontracting plans.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

- a. Neutral: Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
- b. Exceptional: Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.
- c. Average: Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.
- d. Poor: Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

## C. PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint.

However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.